

AN ORDINANCE 2006-05-04-0544

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MID-COAST FAMILY SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$97,500.00 PAYABLE TO THE CITY OF SAN ANTONIO FOR CHILD CARE SERVICES PROVIDED BY THE CITY'S ALAMO CHILD CARE DELIVERY SYSTEM (CCDS) FOR THE PERIOD APRIL 1, 2006 THROUGH SEPTEMBER 30, 2007; REVISING THE FY 2006 CCDS PROGRAM BUDGET; AND APPROVING A PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, on August 28, 2003, pursuant to Ordinance No. 98090, the City Council authorized the operation of the Alamo Area Child Care Delivery System (CCDS) program for the period September 1, 2003 to August 31, 2005 with funds from the Texas Workforce Commission (TWC), which were awarded and managed through Alamo Workforce Development, Inc., d/b/a Alamo WorkSource (AWS); and

WHEREAS, on September 8, 2005, pursuant to Ordinance No. 101352, the City Council authorized a contract modification for the continued operation of the CCDS Program for the period October 1, 2005 to August 31, 2006; and

WHEREAS, the City of San Antonio (City), through its Child Care Delivery System Division of the Department of Community Initiatives serves as administrator for the CCDS Program for the Alamo Workforce Development Area; and

WHEREAS, Mid-Coast Family Services Inc. (Mid-Coast Family) is a non-profit organization that provides programs to address family violence, substance misuse, homelessness, youth intervention, and various other social issues that impact families; and

WHEREAS, the City desires to contract with Mid-Coast Family in an amount not to exceed \$97,500.00 to provide child care services for Mid-Coast's Access to Recovery (ATR) program clients for the period April 1, 2006 through September 30, 2007; and

WHEREAS, it is now necessary to authorize the execution of an agreement with Mid-Coast Family in an amount not to exceed \$97,500.00, authorize acceptance of said funds, and adopt a revised FY 2006 CCDS program budget and personnel complement; **NOW THEREFORE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives, is authorized to execute an agreement with Mid-Coast Family Services, Inc. in an amount not to exceed \$97,500.00, which will be payable to the City of San Antonio for the provision of child care services by the City's Alamo Child Care Delivery System (CCDS) in connection with the operation of the Mid-Coast Family's Access to Recovery (ATR) program for

the period April 1, 2006 through September 30, 2007. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Fund 26039000 entitled "Texas Workforce Commission" and Internal Order 138000000448 entitled "2006 Child Care Delivery Mid-Coast", are hereby designated for use in the accounting for the fiscal transactions for the program described in Section 1 of this ordinance.

SECTION 3. The sum of \$97,500.00 is hereby appropriated in the above designated fund, GL 5202025 titled "Other Contractual Services". Payment is authorized to the City of San Antonio and the revised budget, which is attached hereto and incorporated herein for all purposes as Attachment II, is approved and adopted for entry in the City Books.

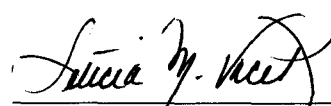
SECTION 4. The revised personnel complement, which is attached hereto and incorporated herein for all purposes as Attachment III, is approved.

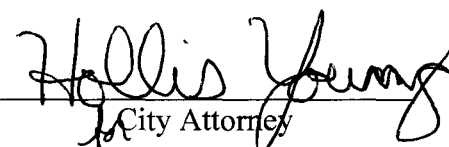
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall be effective on and after May 14, 2006.

PASSED AND APPROVED this 4th day of May 2006.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

Contract # _____

MEMORANDUM OF AGREEMENT
BETWEEN
MID-COAST FAMILY SERVICES, INC.
AND
CITY OF SAN ANTONIO

The following Memorandum of Agreement (MOA) sets forth the terms of agreement between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "CITY") acting by and through its Director of the Department of Community Initiatives pursuant to Ordinance No. _____ dated _____, and Mid-Coast Family Services, Inc. (herein referred to as the Assessment Provider or "AP").

I. Purpose of MOA

It is the purpose of the MOA to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to Child Care Services for the Access to Recovery (ATR) Program clients.

Through this MOA, CITY and AP agree to ensure the provision of licensed child care center services for ATR clients.

It is understood by both parties that the responsibilities of CITY described in the MOA may be met by direct action or through the activities of entities contracting with CITY for that purpose. Similarly, it is understood by both parties that the AP's responsibilities described in the MOA may be met by direct action or through the activities of entities contracting or partnering with the AP for that purpose.

II. Duration of MOA

The MOA shall commence on April 1, 2006 and shall remain in full force and effect until September 30, 2007, unless terminated earlier by either party pursuant to Article IX.

III. General Provision

It is understood by both CITY and AP that each party should be able to fulfill its responsibilities under this MOA in accordance with the provisions of law and regulations that govern their activities. Nothing in this MOA is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOA consistent with such party's statutory and regulatory mandates, the affected party should immediately provide written notices to the other party. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

IV. Responsibilities Under this MOA

In consideration of the mutual aims and desires of the parties to this MOA and in recognition of the public benefit to be derived from effective implementation of the services involved, the parties agree that their responsibilities under this MOA are as follows:

The CITY agrees to:

- a. Provide a point of contact for coordinating services through this MOA.
- b. Provide intake and assessment to determine client's eligibility for all child care programs funded by Texas Workforce Commission through the Alamo Workforce Development, Inc. d/b/a Alamo WorkSource and enroll clients in said programs when eligible and funding is available.
- c. Accept the rate of \$25.00 per day for full time childcare services and \$18 for part-time services from AP.
- d. Coordinate all child care assistance activities for ATR clients with AP's Care Coordinator. Care Coordinator is defined in this MOA as the point of contact for AP.
- e. Provide client childcare service within 48 hours upon receiving an approved referral from the AP.
- f. Provide only licensed childcare centers services to ATR clients, to include the Rising Star program, special needs licensed childcare centers when needed, and services that are within the proposed rate.
- g. Provide the client a copy of rights and responsibilities regarding the provision of childcare services.
- h. Provide accurate billing information for each client individually to the Assessment Provider for the purpose of processing payments.

The Assessment Provider (AP) agrees to:

- a. Ensure a point of contact (Care Coordinator) for coordinating services through this MOA.
- b. Contact CITY's designated point of contact via phone, email or fax with client referral information prior to sending client. CITY's designated point of contact for this contract is the CCDS Social Services Manager.
- c. Provide client with completed referral form to initiate services.
- d. Provide CITY with a release of information form signed by client allowing for the sharing of information between CITY and AP. Such release shall include but not be limited to client participation and child or children's attendance.
- e. Inform CITY's designated point of contact of service authorization for full or part-time care and days of care.
- f. Enter required billing information into the Department of State Health Services (DSHS), Behavioral Health Integrated Provider System (BHIPS) system to generate.
- g. Ensure prompt payment to CITY within a maximum of 30 days.

V. Allocation of Costs

The Assessment Provider assumes full responsibility for all costs associated with the performance of its responsibilities under this MOA.

VI. Unenforceable Provisions

In the event that any provision of this MOA is unenforceable, or held to be unenforceable, then CITY and Assessment Provider agree that all other provisions of this agreement have force and effect, and shall not be affected.

VII. Confidentiality

The CITY and AP agree to share with each other all information necessary for the provision of services under this MOA, in compliance with all provisions regarding confidentiality that affect either party's funding streams to ensure that:

- a. All individual records related to services provided under this MOA, including eligibility for services, enrollment, and referral will be considered to be confidential and will not be open to examination for any purpose not directly connected to the delivery of such services, unless required by law.
- b. No person will publish or disclose, use, permit, or cause to be published, disclosed or used, any confidential information pertaining to clients.
- c. Both the CITY and AP will follow all policies of their institutions, as well as all state and national laws related to discharging confidential information on customers.
- d. Notwithstanding VIIa, VIIb, and VIIc herein, CITY and AP understand and agree that CITY must comply with the Texas Public Information Act, that all record requests for information held in the possession of CITY are subject to the provisions of said act, and that the release of such information must be considered pursuant to these provisions.

VIII. Discrimination Clause

- a. Parties to this MOA will not unlawfully discriminate, harass or allow harassment against any employee or applicant, or applicant for employment or applicant due to gender, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status.
- b. Parties to this MOA will assure compliance with the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination on the basis of disability as well as applicable regulations and guidelines issued pursuant to the ADA.

IX. Amendment or Termination of MOA

- a. The parties to this MOA reserve the right to modify the scope, direction, structure and content of this MOA based upon legislative changes, directives of the Department of State Health Services (DSHS), availability of funding, or other circumstances as warranted and agreed upon by the parties. The MOA may be amended at any time, but the amendment shall be in writing, by mutual consent of the parties. The Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by

all applicable local, state and federal laws.

b. The MOA may be terminated by either party upon thirty (30) days written notice except where the termination is for cause, i.e. a material and significant breach of any of the provisions of this MOA, it may be terminated upon delivery of written notice to the other party. The terminating party shall thereupon have the right to terminate this Contract by sending written notice to the other party of such termination and specify the effective date thereof (which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent). The CITY shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

City of San Antonio

Assessment Provider

Signature

Signature

Dennis J. Campa

Randy Vivian

Director, Department of Community
Initiatives

Chief Executive Officer, Mid-Coast Family
Services, Inc.

APPROVED AS TO FORM:

City Attorney